



## City of Guadalupe Participant Waiver

### WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, \_\_\_\_\_ (FULL NAME), fully understand that my participation in the Open Gym (hereinafter "event/class") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Guadalupe for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of the City of Guadalupe or any other participants in the event/class. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Guadalupe from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/ Parent or Guardian  
(If under age 18)

### DECLARATION

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify and hold harmless the City of Guadalupe from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the event/class, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: \_\_\_\_\_  
Signature of Parent/Legal Guardian

Name: \_\_\_\_\_  
Printed Name of Parent/Legal Guardian